

12-26-2000



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

101560674

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Fleet National Bank, a Agent**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State **2-7-61**  
☒ Other National Banking Association

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination and Release of Security Interest in  
Trademarks

Execution Date: November 21, 2000

2. Name and address of receiving party(ies):

Name: Aspen Pet Products, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 11701 East 53rd Avenue  
City: Denver State: CO ZIP: 80239

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Schedule A**Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 167. Total fee (37 CFR 3.41): \$41.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

12/22/2000 MTHA11 00000307 1797843

DO NOT USE THIS SPACE

9. Statement and signature

I, the undersigned, declare under penalty of perjury that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.  
Name of Person Signing

*Kristopher E. Ahrend*  
Signature

12/15/00  
Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002199 FRAME: 0276

Schedule A

**U.S. Trademarks and Trademark Licenses**

<u>Trademark Name</u>	<u>Registration Number</u>
BOODA BONES	1,797,843
BOODABOX	1,715,304
CHEW GAL	1,985,987
LOOK	1,896,157
ULTRA CLUMP	1,693,794
SAND CASTLE	1,380,490
ALPHAVET-10	1,805,321
BOODA GAL	1,900,005
BOODA GUY	1,898,210
VOLCANITE	1,718,516
ZERO MAX	2,057,946
WONDER BONE	1,543,587
BOODA VELVETS	2,160,067
ULTRA CLUMP	2,230,165
ASPEN PET	2,159,992
ASPEN PET PRODUCTS	2,196,983

# **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE dated as of November \_\_\_, 2000, from Fleet National Bank, as Agent, a national banking association located at 75 State Street, Boston, Massachusetts 02109 (the "Agent"), to Aspen Pet Products, Inc. (the "Grantor"), a Delaware corporation located at 11701 E. 53<sup>rd</sup> Avenue, Denver, Colorado, 80239.

## **WITNESSETH:**

WHEREAS, pursuant to that certain Security Agreement dated as of January 16, 1998, made by the Grantor in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, pursuant to that certain Notice of Collateral Assignment of Trademarks, dated as of January 16, 1998, among the Grantor and the Agent (the "Notice"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral; and

WHEREAS, the Notice was recorded in the Trademark Division of the United States Patent & Trademark Office on February 9, 1998, at Reel 1692 and Frame 0624; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. **Trademark Collateral:** The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in

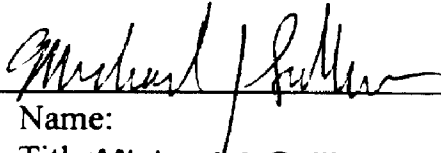
All trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications, including without limitation, the trademarks, service marks, tradenames and applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) and, (f) all other proceeds of the foregoing, all in accordance with the terms and conditions of the Security Agreement.

2. Release of Security Interest: The Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK  
as Agent

By:   
Name:  
Title: **Michael J. Sullivan**  
**Vice President**

STATE OF MA )  
COUNTY OF Suffolk )

SS.:

On this 21<sup>st</sup> day of November, 2000, before me personally appeared Michael J. Sullivan to me known who, being by me duly sworn, did depose and say that he/she is Vice President of Fleet National Bank, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Fleet National Bank.



Notary Public

KRISTINE R. MILLET

Notary Public

My Commission Expires April 17, 2003

(Affix Seal Below)

Schedule A

**U.S. Trademarks and Trademark Licenses**

<u>Trademark Name</u>	<u>Registration Number</u>
BOODA BONES	1,797,843
BOODABOX	1,715,304
CHEW GAL	1,985,987
LOOK	1,896,157
ULTRA CLUMP	1,693,794
SAND CASTLE	1,380,490
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ASPEN PET	2,159,992
ASPEN PET PRODUCTS	2,196,983

SIMPSON THACHER & BARTLETT

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DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-7227

k\_ahrend@stblaw.com

BY EXPRESS MAIL

December 5, 2000

Re: Recordation of Termination and Release of Security  
Interest in Trademarks

Commissioner of Patents and Trademark  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

Dear Madam or Sir

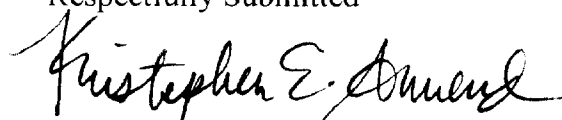
Enclosed for recording please find a Termination and Release of Security  
Interest in Trademarks in favor of Aspen Pet Products, Inc. covering 16 U.S. trademark  
registrations.

A check in the amount of \$ 415.00 has been enclosed to cover the filing fee.

Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully Submitted

  
Kristopher E. Ahrend

Enclosures

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 12/07/2000

TRADEMARK  
REEL: 002199 FRAME: 0282